EXHIBIT "F"

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HYPHY MUSIC, INC., Counterclaimant, v. YELLOWCAKE, INC., COLONIZE

MEDIA, INC., JOSE DAVID HERNANDEZ, JESUS CHAVES, SR.,

Counterdefendants.

Pursuant to the provisions of Rule 34 of the Federal Rules of Civil Procedure, Plaintiff/Counterdefendant Yellowcake, Inc. ("Plaintiff/Counterdefendant"), through its attorneys Abrams Fensterman, LLP, and local counsel, Hefner Stark & Marois, LLP, responds to the First Set of Requests for Production of Documents to Plaintiff/Counterdefendant Yellowcake, propounded Inc., by Defendant/ Counterclaimant Hyphy Music, Inc. ("Defendant\Counterclaimant"). Plaintiff/ Counterdefendant reserves the right to supplement, amend, or correct these responses and any documents or responses produced as part of these disclosures.

GENERAL OBJECTIONS

Plaintiff/Counterdefendant asserts and incorporates by reference the following general objections to Defendant\Counterclaimant's request for production of documents as though they were set forth in full in each response:

1. Plaintiff/Counterdefendant objects to Defendant\Counterclaimant's request for production of documents to the extent that the requests are overly broad and unduly burdensome, and to the extent that Defendant\Counterclaimant seeks documents protected from disclosure by the attorney-client privilege, attorney work product doctrine, deliberative process privilege, and other applicable privileges. Any inadvertent disclosure of privileged information is not intended to be, and may not be construed as, a waiver of any applicable privilege.

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Phone: (516) 328-2300 / Fax: (516) 328-6638 14 15 16 17

ABRAMS FENSTERMAN, LLP

3 Dakota Drive, Suite 300 Lake Success, NY 11042

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2. Plaintiff/Counterdefendant objects to Defendant\Counterclaimant's request for production of documents to the extent that Defendant\Counterclaimant seeks the discovery of information, which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence.

- 3. This response is made without waiver of, and with express reservation of, all objections and/or questions as to competency, relevancy, materiality, and admissibility of the responses to document requests as evidence for any purpose in any further proceedings in this action (including the trial of this action) or in any other action.
- 4. Likewise, Plaintiff/Counterdefendant's Defendant\ objections to Counterclaimant's request for production of documents are based upon the information presently known by the Plaintiff/Counterdefendant, and are made without prejudice to the Plaintiff/Counterdefendant's right to assert additional objections in the event that additional grounds for objections should be discovered by Plaintiff/Counterdefendant subsequent to this response. Without waiving the above objections, Plaintiff/Counterdefendant will provide responses to relevant, nonprivileged matters based on information currently available to it, subject only to the requirements for supplementation of responses contained in Fed. R. Civ. P. 26(e).
- 5. Plaintiff/Counterdefendant objects to the requests to the extent they attempt to impose obligations that are inconsistent with, or beyond the scope of, those imposed by or authorized under the Federal Rules of Civil Procedure or other applicable law.
- 6. Plaintiff/Counterdefendant objects to the requests to the extent they seek documents or information in the possession, custody, or control of entities or persons other than Plaintiff/Counterdefendant.
- 7. Plaintiff/Counterdefendant objects to the requests to the extent they seek documents or information that no longer exists or has otherwise been lost, misplaced, or destroyed.

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3 Dakota Drive, Suite 300 Lake Success, NY 11042

8. Plaintiff/Counterdefendant objects to the requests as unduly burdensome to the extent that they seek documents previously produced to the Defendant\Counterclaimant and its attorneys and/or are publicly available on the Internet. Responding to such requests would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests is substantially the same or less for the Defendant\Counterclaimant as for the Plaintiff/Counterdefendant.

Subject to and without waiving the foregoing objections, Plaintiff/ Counterdefendant provides the following responses:

SPECIFIC OBJECTIONS AND RESPONSES TO **DEFENDANT\COUNTERCLAIMANT'S** FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1:

All DOCUMENTS evidencing YOUR exclusive ownership of all right, title, and interest in and to the COPYRIGHTED WORKS.

RESPONSE TO REQUEST NO. 1:

Plaintiff/Counterdefendant objects to this request on the ground that such documents are publicly available to the Defendant/Counterclaimant. Notwithstanding Plaintiff/Counterdefendant's general and specific objections, all relevant documents in Plaintiff/Counterdefendant's possession, custody and control are annexed hereto and Bates stamped PLF000001-PLF000051.

REQUEST NO. 2:

All DOCUMENTS evidencing YOUR purported acquisition of all right, title, and interest in and to the COPYRIGHTED WORKS from CHAVEZ.

RESPONSE TO REQUEST NO. 2:

Notwithstanding Plaintiff/Counterdefendant's general objections, all relevant documents in Plaintiff/Counterdefendant's possession, custody and control are annexed hereto and Bates stamped PLF000001-PLF000051.

Phone: (516) 328-2300 / Fax: (516) 328-6638 14 15

ABRAMS FENSTERMAN, LLP

3 Dakota Drive, Suite 300

Lake Success, NY 11042

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REQUEST NO. 3:

All COMMUNICATIONS between CHAVEZ and anyone for YOU regarding YOUR purported acquisition of all right, title and interest in and to the COPYRIGHTED WORKS.

RESPONSE TO REQUEST NO. 3:

Plaintiff/Counterdefendant specifically objects to this demand on the grounds that the request calls for the production of documents that are not relevant to any parties' claims or defenses, the request is not reasonably calculated to lead to the discovery of admissible evidence, the request seeks the production of documents that constitute settlement communications, and the request seeks documents that are confidential, and subject to attorney-client privilege. Notwithstanding the foregoing, Plaintiff/ Counterdefendant upon a reasonable search is not in possession of responsive documents to this request.

REQUEST NO. 4:

All COMMUNICATIONS between or among anyone who works for YOU regarding YOUR purported acquisition of all right, title, and interest in and to the COPYRIGHTED WORKS.

RESPONSE TO REQUEST NO. 4:

Plaintiff/Counterdefendant specifically objects to this demand on the grounds that the request calls for the production of documents that are not relevant to any parties' claims or defenses, the request is not reasonably calculated to lead to the discovery of admissible evidence, the request seeks the production of documents that constitute settlement communications, and the request seeks documents that are confidential, and subject to attorney-client privilege. Notwithstanding the foregoing, Counterdefendant upon a reasonable search is not in possession of responsive documents to this request.

REQUEST NO. 5:

All DOCUMENTS that support YOUR claims in the COMPLAINT.

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Phone: (516) 328-2300 / Fax: (516) 328-6638 13

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RESPONSE TO REQUEST NO. 5:

Notwithstanding Plaintiff/Counterdefendant's general objections, all relevant documents in Plaintiff/Counterdefendant's possession, custody and control are annexed hereto and Bates stamped PLF000001-PLF000059.

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff/Counterdefendant reserves the right to supplement, amend, or correct these responses and any documents or responses produced as part of theses disclosures.

Dated: February 11, 2022

ABRAMS FENSTERMAN, LLP

By: /s/ Seth L. Berman Seth L. Berman, Esq. (pro hac vice) Attorneys for Plaintiff/Counterdefendant Yellowcake, Inc.

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Phone: (516) 328-2300 / Fax: (516) 328-6638 15

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25 26 CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing PLAINTIFF/COUNTER DEFENDANT YELLOWCAKE, INC.'S RESPONSE TO DEFENDANT/COUNTERCLAIMANT'S FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS has been served upon the Attorneys for Defendant/Counterclaimant via Electronic Mail addressed to:

ALTVIEW LAW GROUP, LLP

John M. Begakis, Esq.

john@altviewlawgroup.com

12100 Wilshire Blvd., Suite 800

Los Angeles, California 90025

Telephone: (310) 230-5580

Facsimile: (562) 275-8954

on February 11, 2022.

Seth L. Berman

Certificate of Registration T-BAM Document 78-8 Filed 05/19/23 Page 9 of 67



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.



Registration Number

SR 864-335

Effective Date of Registration: February 07, 2020

Registration Decision Date:

March 26, 2020

Acting United States Register of Copyrights and Director

Title Title of Work: Album Title: 15 Corridos Inmortales Content Title: Los Principios Santos Cantu El Regio Traficante Se les Pelo Baltazar Juan Martha El Rayo De Sinaloa El Cabo De Michoacan El Corrido De Los Perez El Malvado La Raza Contenta Charlando Con La Muerte Gallo De Raza Fina El Preso De Nuevo Leon Juan Perez El Corrido De Joselo

Completion/Publication

Year of Completion: 2014

Date of 1st Publication: September 02, 2014
Nation of 1st Publication: United States

Author

Author: Jesus Chaves Sr. Author Created: sound recording

Work made for hire: No

Citizen of: United States

Domiciled in: United States

Pseudonymous: No

Copyright Claimant

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By contract

Rights and Permissions

Organization Name: YELLOWCAKE, INC.

Name: Kevin Berger

Email: yellowcakecorp@gmail.com

Telephone: (209)632-9938 Address: 701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name: DAVID HERNADEZ
Date: February 07, 2020

Correspondence: Yes

Copyright Office notes: Basis for Registration: Collective work.

Certificate of 20-cyion 288 JLT-BAM Document 78-8 Filed 05/19/23 Page 11 of 67



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.



Marie Stares
Acting United States Register of Copyrights and Director

SR 863-320
Effective Date of Registration:
February 07, 2020
Registration Decision Date:

Registration Number

March 27, 2020

| Title of Work: | Album Title: Amigos Y Contrarios [performed by] Los Originales De San Ju | | |
|---|--|--|--|
| Content Title; | Amigos y Contrarios feat. Los Inquietos Del Norte | | |
| | El Tucan | | |
| | El Buchon | | |
| | El Puma de Tlazazaca | | |
| | Custodio Alvarez | | |
| | Dos Perros Malnacidos | | |
| | Rolando Junior | | |
| | Javier Guerrero | | |
| | Hugo Salazar | | |
| | Hoy Que Mis Hijos Se Fueron | | |
| | Jesus Herrera | | |
| P-0-43-0-40-0-0-0-0-13-0-43- | Corrido Del Mochis | | |
| | Hartate Mugroso | | |
| | La Carera | | |
| Completion/Publication | | | |
| Year of Completion: Date of 1st Publication: Nation of 1st Publication: | 2013 February 21, 2013 United States | | |
| | }{\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | | |

• Author: Jesus Chavez, Sr. Author Created: sound recording

Work made for hire: No

Citizen of: United States

Domiciled in: United States

Copyright Claimant

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By written contract

Rights and Permissions

Organization Name: YELLOWCAKE, INC.

Email: yellowcakecorp@gmail.com

Telephone: (209)632-9938 **Alt. Telephone:** (415)735-8236 **Address:** 701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name: David Hernandez
Date: February 07, 2020

Correspondence: Yes

Copyright Office notes: Basis for Registration: Collective work.

Certificate of Registration T-BAM Document 78-8 Filed 05/19/23 Page 13 of 67



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.



Registration Number

SR 863-476

Effective Date of Registration:

February 06, 2020

Registration Decision Date:

March 30, 2020

Acting United States Register of Copyrights and Director

Title

Title of Work: Album Title: Celebrando 39 [performed by] Los Originales de San Juan

Content Title: El Dia Que Me Dejaste

Tragos Amargos

Los Consejos feat. Chuy Jr

Tomando Licores

Mujer Bonita

Ensename a Olvidar

Vaciando Botellas

La Palomita

Te Llevaste

Corazones Rotos

El Sinaloense

Celebrando

Completion/Publication

Year of Completion: 2015

March 05, 2015

Date of 1st Publication: Nation of 1st Publication:

United States

Author

Author: Jesus Chavez, Sr.

Author Created: Work made for hire:

sound recording

Page 1 of 2

Citizen of: United States

Domiciled in: United States

Pseudonymous: No

Copyright Claimant

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By written Contract

Rights and Permissions

Organization Name: YELLOWCAKE, INC.

Name: Kevin Berger

Email: yellowcakecorp@gmail.com

Telephone: (209)632-9938 **Address:** 701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name: David Hernandez
Date: February 06, 2020

Correspondence: Yes

Copyright Office notes: Basis for Registration: Collective work.

Regarding deposit: Special Relief granted under 37 CFR 202.20(d) of Copyright

Office regulations.

Certificate of Registration BAM Filed 05/19/23 Document 78-8 Page 15 of 67



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has

Registration Number

SR 863-319

Effective Date of Registration:

February 07, 2020

Registration Decision Date:

March 26, 2020

been made a part of the Copyright Office records. Marie Stro Acting United States Register of Copyrights and Director

Title

Title of Work: Album Title: Corridos de Poca M [performed by] Los Originales de San Juan

Content Title: El Carlichi

Sin Fortuna

El Fantasma

Javier Fernandez

El Original

Manuel Gonzalez

Amanda Varela

Cuando Se Nace Rico

Mi Viejo

Tan Solo Penas

Completion/Publication

Year of Completion: 2015

Date of 1st Publication: February 24, 2015 Nation of 1st Publication: United States

Author

Jesus Chavez, Sr. Author: **Author Created:** sound recording

Work made for hire: No

Citizen of: United States United States Domiciled in:

Pseudonymous: No

Copyright Claimant

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By written contract

Rights and Permissions

Organization Name: YELLOWCAKE, INC.

Email: yellowcakecorp@gmail.com

Telephone: (209)632-9938 **Alt. Telephone:** (415)735-8236 **Address:** 701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name: David Hernandez

Date: February 07, 2020

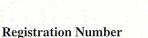
Correspondence: Yes

Copyright Office notes: Basis for Registration: Collective work.

Certificate of Registration T-BAM Document 78-8 Filed 05/19/23 Page 17 of 67



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has



SR 866-471

Effective Date of Registration:

February 11, 2020

Registration Decision Date:

March 31, 2020

been made a part of the Copyright Office records. Marie Str Acting United States Register of Copyrights and Director

Title

Title of Work: Album Title: Desde La Cantina De Mi Barrio [performed by] Los Originales De

San Juan

Content Title:

1. Mi Ultimo Deseo (En Vivo);

2. La Peda (En Vivo);

3. Paloma En Su Nido (En Vivo);

4. El Morralito (En Vivo);

5. Lineas de a Metro (En Vivo);

6. Naci Con Suerte De Rey (En Vivo);

7. El Tequilero (En Vivo);

8. El Clavo (En Vivo);

9. El Jabali (En Vivo);

10. Con Una Copa En Mi Mano (En Vivo);

11. La Cantina De Mi Barrio (En Vivo);

12. El Carlichi (En Vivo);

13. La Vida Prestada (En Vivo);

14. Fuiste Todo Para Mi (En Vivo);

15. Eladio Mora (En Vivo)

Completion/Publication

Year of Completion:

2017

Date of 1st Publication:

March 24, 2017

Nation of 1st Publication:

United States

Author

Author: Jesus Chavez, Sr.

Author Created:

a sound recording of entire concert

Work made for hire: No

Citizen of: United States

Domiciled in: United States

Copyright Claimant



Case 1:20-cv-00988-JLT-BAM Document 78-8 Filed 05/19/23 Page 18 of 67

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By written contract

Rights and Permissions

Organization Name:

YELLOWCAKE, INC.

Email:

yellowcakecorp@gmail.com

Telephone: Alt. Telephone:

(209)632-9938 (415)735-8236

Address:

701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name:

David Hernandez

Date:

February 11, 2020

Correspondence:

Yes

Copyright Office notes:

Regarding deposit: Special Relief granted under 37 CFR 202.20(d) of Copyright

Office regulations.

Certificate of Registration Document 78-8 Filed 05/19/23 Page 19 of 67



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marie Stary
Acting United States Register of Copyrights and Director

Registration Number

SR 863-321

Effective Date of Registration: February 07, 2020 Registration Decision Date:

March 20, 2020

| Title of Work: | Album Title: El Campesino [performed by] Los Originales De San Juan) |
|---|--|
| Content Title: | El Campesino |
| | Solo Dios |
| | El Arbol |
| | El Paniqueado |
| | Dinero Manchado |
| | Corrido del Cach |
| | El Corrido De Camilo |
| | El Martelito |
| | Chicano Jalicience |
| | Miguel Fuentes |
| | En Una Cajita De Oro |
| | Mis Hijos Son Mi Tesoro |
| | Marili |
| | Suplica De Un Padre |
| Completion/Publication _ | |
| Year of Completion: Date of 1st Publication: Nation of 1st Publication: | 2016 May 31, 2016 United States |
| Author | |

• Author: Jesus Chavez, Sr. Author Created: sound recording

Work made for hire: No

Citizen of: United States

Domiciled in: United States

Copyright Claimant

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By written contracts

Rights and Permissions

Organization Name: YELLOWCAKE, INC.

Email: yellowcakecorp@gmail.com

Telephone: (209)632-9938 **Alt. Telephone:** (415)735-8236 **Address:** 701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name: David Hernandez
Date: February 07, 2020

Correspondence: Yes

Copyright Office notes: Basis for Registration: collective work

Certificate of Registration T-BAM Document 78-8 Filed 05/19/23 Page 21 of 67



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Registration Number

SR 864-338

Effective Date of Registration:

February 28, 2020

Registration Decision Date:

March 05, 2020

Acting United States Register of Copyrights and Director

Title

Title of Work: Chuy Chavez y Sus Amigos

Previous or Alternate Title: Album Tittle: Mariachi [performed by] Los Originales De San Juan

Content Title: Me Voy

Amigo Martin

Segundo Lugar

El Huerfanito feat. Tonito Barela

Nube Viajera

No Te Puedes Ir feat. Oliver Moya

Padre

Que Bueno

Que Te Vaya Bonito

Tu Camino Y El Mio

Ya Es Por Demas

Cuando Dos Almas feat. Chuy Jr

El Fierros

Mi Padre Querido feat. Omar Alvarez

Completion/Publication

Year of Completion: 2013

Date of 1st Publication: March 04, 2013 **Nation of 1st Publication:** United States

Author

• Author: Jesus Chavez, Sr. Author Created: sound recording

Work made for hire: No

Citizen of: United States

Domiciled in: United States

Copyright Claimant

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By written contract

Rights and Permissions

Organization Name: YELLOWCAKE, INC.

Email: yellowcakecorp@gmail.com

Telephone: (209)632-9938 **Alt. Telephone:** (415)735-8236 **Address:** 701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name: David Hernandez

Date: February 11, 2020

Correspondence: Yes

Copyright Office notes: Basis for Registration: Collective work.

Certificate of Registration - BAM Page 23 of 67 Document 78-8 Filed 05/19/23



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.



Registration Number

SR 864-340

Effective Date of Registration: February 11, 2020

Registration Decision Date:

March 30, 2020

Marie 8tm Acting United States Register of Copyrights and Director

| Title | <u> </u> | | | | |
|---|---|--|--|--|--|
| Title of Work: | Album Title: Naci Con Suerte de Rey [performed by] Los Originales De San Juan | | | | |
| Content Title: | Naci Con Suerte de Rey | | | | |
| | Don Miguel Herrera | | | | |
| | Volver a Vivir | | | | |
| | Fiesta en Mi Rancho | | | | |
| | - Que Bonito | | | | |
| | Que Vuelva Conmigo | | | | |
| | Padre Padre | | | | |
| | Sin Llorar y Como Amigos | | | | |
| | Devuelveme El Corazon | | | | |
| | Que De Raro Tiene | | | | |
| | Tarde feat. Paty Alvizo | | | | |
| | Miraron Llorar a Este Hombre | | | | |
| Completion/Publication | | | | | |
| Year of Completion: Date of 1st Publication: Nation of 1 st Publication: | 2013 August 26, 2013 United States | | | | |
| Author | | | | | |

Author: Jesus Chavez, Sr. **Author Created:** sound recording

Work made for hire: No

Citizen of: United States
Domiciled in: United States

Copyright Claimant

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By written contract

Rights and Permissions

Organization Name: YELLOWCAKE, INC.

Email: yellowcakecorp@gmail.com

Telephone: (209)632-9938 **Alt. Telephone:** (415)735-8236

Address: 701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name: David Hernandez
Date: February 11, 2020

Correspondence: Y

Yes

Copyright Office notes: Basi

Basis for Registration: Collective work.

Regarding deposit: Special Relief granted under 37 CFR 202.20(d) of Copyright

Office regulations.

Certificate of Registration Document 78-8 Filed 05/19/23 Page 25 of 67



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Registration Number

SR 864-336
Effective Date of Registration:

February 11, 2020

Registration Decision Date:

March 20, 2020

been made a part of the Copyright Office records.

Make Start Star

Title

Title of Work: Album Title: Nuestra Historia En Vivo [performed by] Los Originales De San

Juan

Content Title: El Rey Del Cristal (En Vivo)

El Aguacatero (En Vivo)

El Patas de Diablo (En Vivo)

El Cara De Chango (En Vivo)

La Raza De Michoacan (En Vivo)

La Caspa Del Diablo (En Vivo)

La Troca Del Mono Negro (En Vivo)

Deje De Engordar Marranos (En Vivo)

El Jadrinero (En Vivo)

El Grande Michoacan (En Vivo)

Rey De Reyes (En Vivo)

Pakas De A Kilo (En Vivo)

La Muerte De Manuelon (En Vivo)

El Corrido Del Charapo (En Vivo)

Los Cuatro Amigos (En Vivo)

El Numero Gratis (En Vivo)

Completion/Publication

Year of Completion:

2017

Date of 1st Publication:

March 31, 2017

Nation of 1st Publication: United States

Author

• Author: Jesus Chavez, Sr.

Author Created: a sound recording of entire concert

Work made for hire: No

Citizen of: United States

Domiciled in: United States

Copyright Claimant

Copyright Claimant: YELLOWCAKE, INC.

701 E Canal Drive, Turlock, CA, 95380, United States

Transfer statement: By written contract

Rights and Permissions

Organization Name: YELLOWCAKE, INC.

Email: yellowcakecorp@gmail.com

Telephone: (209)632-9938 **Alt. Telephone:** (415)735-8236 **Address:** 701 E Canal Drive

Turlock, CA 95380 United States

Certification

Name: David Hernandez

Date: February 11, 2020

Correspondence: Yes

YellowCake, Inc. Attn: Kevin Berger 701 E. Canal Drive Turlock, CA 95380

Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Marie Strong

Acting United States Register of Copyrights and Director

| February 24, 2020 | | | | |
|---------------------|--------------------------------------|------|-------|---|
| Date of Recordation | | | | 70 (10 (20 (20 (20 (20 (20 (20 (20 (20 (20 (2 |
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| 9970 | | 519 | | |
| Volume | (12)-4(10)-72(1)-1 (12)-4(1)-1(1) | Doc. | . No. | |

ASSET PURCHASE AND ASSIGNMENT AGREEMENT

This Asset Purchase and Assignment Agreement ("Agreement"), effective March 21, 2019 ("Effective Date"), is entered into by and between Yellowcake, Inc., a California corporation ("Buyer"), and Jesus Chavez, Sr., dba Enoch Records ("Selier"). Buyer and Seller are referred to herein jointly as "Parties" and individually as "Party."

RECITALS

- A. Seller is the sole owner of, and holds exclusive title to, the masters of the compositions identified on Exhibit A hereto ("Catalog").
- B. Pursuant to the terms and conditions of this Agreement, Seller desires to sell, assign, transfer, convey and deliver to Buyer the entirety of the ownership in the rights, title and interests in the Catalog, free and clear of all Claims (defined below). The sale described in this Agreement does not include the publishing rights associated with the Catalog.
- C. Buyer desires to purchase and acquire the Catalog, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Recitals. The Recitals are true and correct and are incorporated into this Agreement.
- 2. <u>Exhibits and Definitions</u>. The Exhibits hereto are incorporated into, and made a part of, this Agreement. The defined terms identified in the Exhibits shall have the same meanings in this Agreement, unless specifically stated otherwise.

3. Purchase and Sale.

- a. Pursuant to the terms and conditions of this Agreement, as of the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, and accept the assignment, transfer and conveyance of, the entirety of the ownership in the rights, title and interests in Catalog, free and clear of all Claims. The sale described in this Agreement does not include the publishing rights associated with the Catalog.
- b. Following the Closing, Buyer may make any and all adaptations, changes, dramatizations, translations, edits and arrangements (collectively, "Adaptations") to the Catalog and the titles thereof, or any part thereof, Buyer shall have the exclusive right to copyright the Catalog and any Adaptations and retain all rights therein, whether now known or hereafter devised, throughout the universe, for the full term of copyright protection therein (and the right to renew and extend and restore any such copyright thereon), and Buyer shall have the right to use the Catalog and Adaptations for any commercial purpose. As referred to herein, the term "Catalog" shall include the Adaptations.
- c. Seller understands and agrees that, after the Closing, if Buyer discovers additional Works and any other items that are part of the Catalog, the additional Works or other

items shall immediately be deemed part of the Catalog without any further action by either Party, the discovering Party shall provide notice thereof to the other Party, and the Parties shall amend or replace Exhibit A to include the additional Works or other items in the Catalog.

- d. Seller understands and agrees that, after the Closing, Buyer shall be solely entitled to collect and receive any and all royalties and all other sources of income revenue from any party or source, generated by, or derived from, the Catalog, whether uncollected prior to the Closing or accruing on or after the Closing ("Catalog Revenue").
- 4. <u>Assumption of Liabilities</u>. Buyer is not assuming, and Seller shall retain, satisfy and discharge, all liabilities arising out of or relating to Seller's ownership of the Catalog prior to and including the Closing, which liabilities shall remain the sole responsibility of Seller.
- 5. <u>Closing.</u> Provided the terms and conditions of this Agreement have been satisfied (or waived in writing by the appropriate Party), the closing ("Closing") of the sale of the Assets shall take place on March 21, 2019, or on such other date as agreed upon by the Parties in writing.
- 6. <u>Review Period</u>. Buyer hereby waives any due diligence period regarding the Catalog.
- 7. Purchase Price. The purchase price for the Catalog shall be ("Purchase Price").

 - 8. <u>Payments</u>. Buyer shall pay the Purchase Price to Seller as follows:
- a. Buyer shall deliver Seller at the Closing; and

/ to

- b. Buyer shall deliver to Seller commencing on May 1, 2019, and continuing on the first day of each month thereafter until paid in full, provided Seller has delivered to Buyer the items identified in Section 11, has complied with the obligations set forth in Section 16, and has satisfied Seller's other obligations as set forth herein.
- 9. Assignment of Catalog Revenue. As of the Closing, Seller shall be deemed to have assigned to Buyer, fully, finally, and absolutely, all of Seller's rights, title and interests in and to the Catalog Revenue. Following the Closing, Seller shall turn over and deliver to Buyer any and all Catalog Revenue within five (5) calendar days after Seller's receipt thereof for as long as Seller continues to receive Catalog Revenue. Seller shall execute the General Assignment and Bill of Sale of Catalog (attached hereto as Exhibit B) and the General Assignment and Bill of Sale of Catalog Revenue (attached hereto as Exhibit D) to confirm Seller's assignment of the Catalog Revenue to Buyer.
- 10. Further Assurances and Post-Closing Cooperation. At any time or from time to time after the Closing, at Buyer's request, at no cost to Buyer and without further consideration, Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may deem necessary or desirable in order effectively to transfer, convey and assign to Buyer, and to confirm Buyer's title to, the Catalog and, to the fullest extent permitted by law, to put Buyer in actual possession and control of the Catalog, and, in accordance with this Agreement, to assist Buyer in exercising all rights with respect thereto and otherwise to cause Seller to fulfill Seller's obligations under this Agreement. Upon Seller's failure promptly to

do so within ten (10) business days of Buyer's written request, Seller hereby appoints Buyer as Seller's attorney-in-fact for such purposes (Seller acknowledges that such appointment is irrevocable and shall be deemed to be a power coupled with an interest), with full power of substitution and delegation, concerning all matters relating to the Catalog. Without limiting the foregoing, Seller hereby agrees to execute and deliver to Buyer any Letters of Direction regarding the Catalog as requested by Buyer.

- 11. <u>Deliveries of Seller</u>. At the Closing, Seller shall, in the manner and form reasonably specified by Buyer, deliver or cause to be delivered to Buyer:
- a. The Catalog, free and clear of all liens, encumbrances, claims, clouds, charges, equities, attachments, security interests, pledges, leasehold interests, encumbrances, distribution interests or rights, licensing interests or rights, or any other rights or claims of others or imperfections of title of any kind relating to all or any portion of the Catalog (collectively, "Claims").
- b. (i) This Agreement duly executed; (ii) the duly-executed General Assignment and Bill of Sale of Catalog, in the form attached as Exhibit B hereto ("General Assignment of Catalog"); (iii) the duly-executed Copyright/Trademark Assignment Agreement for the Catalog, which may be recorded with the United States Copyright Office and/or the United States Patent and Trademark Office, in the form attached as Exhibit C hereto ("Copyright/Trademark Assignment"); (iv) the duly executed Assignment of Catalog Revenue, in the form attached as Exhibit D hereto ("Catalog Revenue Assignment"); and (v) if necessary, such other good and sufficient instruments of conveyance, assignment and transfer, in form and substance reasonably acceptable to Buyer's counsel, as shall be effective to vest in Buyer, good and valid title in and to the Catalog as stated above. The General Assignment of Catalog, the Copyright/Trademark Assignment, the Catalog Revenue Assignment, and the other instruments referred to in clause (v) are collectively referred to herein as the "Collateral Agreements."
 - c. The Letter of Direction in the form attached hereto as Exhibit E hereto.
- d. All such other assignments and other instruments as, in the reasonable opinion of Buyer's counsel, are necessary to vest in Buyer good, valid and marketable title to the Catalog as described herein.
- 12. <u>Deliveries of Buyer</u>. At the Closing, Buyer shall deliver to Seller (a) the Purchase Price, (b) this Agreement duly executed, and (c) the Collateral Agreements duly executed. The Purchase Price shall be paid by check or wire transfer as directed by Seller.
- 13. <u>Representations and Warranties of Seller</u>. Seller hereby represents, covenants and warrants to Buyer, as of the Closing, as follows:
- a. <u>Authority</u>. Seller is authorized to enter into this Agreement, has all requisite power and authority to enter into this Agreement and the Collateral Agreements and, subject to satisfaction or waiver by Buyer of any conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Collateral Agreements and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller, and no further action is required on the part of Seller to authorize the execution of the Agreement and the Collateral Agreements and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller, and constitutes the valid and binding obligations of Seller enforceable against Seller in accordance with its terms.

- b. <u>No Violation</u>. Neither the execution and delivery of this Agreement, nor the consummation by Seller of the transactions contemplated by this Agreement and the Collateral Agreements: (i) violate any law, judgment, order, decree, rule or regulation applicable to Seller, (ii) violate the provisions of Seller's formation or governance documents; (iii) require any authorization, consent, approval, exemption or other action by any Governmental Entity (defined below) or other third party, or (iv) violate or conflict with, or constitutes a default under, any contract, commitment, or agreement or restriction of any kind or character to which Seller is a party or by which Seller or any of Seller's assets may be bound which could adversely affect the transactions contemplated by this Agreement and the Collateral Agreements.
- c. <u>Governmental Consents</u>. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or commission (each, a "Governmental Entity") is required by or with respect to Seller in connection with the execution and delivery of this Agreement and the Collateral Agreements by Seller or the consummation by Seller of the transactions contemplated hereby.
- d. <u>Restrictions on Transaction</u>. There is no agreement, commitment, judgment, injunction, order or decree to which Seller is a party binding upon the Catalog which has or may have the effect of prohibiting the consummation of the transactions contemplated hereby or impairing Buyer's use or ownership of the Assets after the Closing.
- e. <u>Title to Catalog and Encumbrances</u>. Immediately prior to the Closing, Seller shall be the only owner of, and shall have good and marketable title to, the entirety of the Catalog defined in Exhibit A hereto, free and clear of all Claims and, upon the Closing, Buyer shall receive good and marketable title to the entirety of the ownership in the Catalog, free and clear of all Claims, subject only to the publishing rights associated with the Catalog. Prior to the Closing, Seller has and shall have, at Seller's expense, terminated any licensing or distribution rights or agreements regarding the Catalog, and Seller has and shall satisfied all payments based on guild or union agreements, including without limitation, the American Federation of Musicians and the American Federation of Television and Radio Artists, and any other party relating to the Catalog through the Closing. Moreover, Seller has and shall have fully, absolutely and timely paid all recording costs and expenses in connection with the Catalog through the Closing. After the Closing, Seller shall be able to own and use its rights, title and interests in, and to, the Catalog pursuant to this Agreement and in the same manner the Seller did prior to the Closing.
- f. <u>Hyphy Distribution</u>. On or about August 20, 2013, Seller entered into a verbal agreement with Hyphy Music Inc. ("Hyphy"), a California corporation, to monetize one album, named "NACI CON SUERTE DE REY," for a period of three (3) years. Hyphy paid Seller an advance of Twenty Thousand Dollars (\$20,000) and Hyphy was entitled to retain thirty-five percent (25%) of the revenue generated from this album after it recovered its advance to Seller. Hyphy was obligated to turn over the balance of the income generated by this album to Seller and provide Seller with reports of the income generated by this album and the payments made therefrom. Seller represents that this right granted to Hyphy expired in or about August of 2016 and Hyphy has no other claims, past or present, in any portion of the Catalog.
- g. <u>Taxes</u>. There is no requirement under applicable law (applicable to Seller or the Catalog) that any taxes be withheld on the Purchase Price payable to Seller hereunder, and Seller shall be solely responsible for all taxes payable in connection with its receipt of the Purchase Price.

- h. <u>Litigation</u>. There is no action, suit, claim or proceeding of any nature pending or threatened against Seller which relates to the Catalog, nor is there any basis for any such action, claim, suit or proceeding, including any claim by any copyright proprietor that relates or may relate to any so-called "sampled" material contained in the Works.
- i. <u>Compliance with Laws</u>. Seller has complied with, is not in violation of, and has not received any notices of violation with respect to, any applicable laws in any jurisdiction, U.S. or foreign, with respect to its ownership of the Catalog.
- j. Originality of Works. The Works are and shall be new and original and shall not be an imitation or copy of any other material, the Works are and shall be capable of copyright protection throughout the universe, and the Works do not and shall not violate or infringe upon any common law or statutory right, U.S. or foreign, of any party, including, without limitation, contractual rights, trademarks, copyrights and rights of privacy, or constitute unfair competition. Furthermore, Seller has obtained and will obtain all necessary consents and permissions for Buyer to release, distribute and exploit the Catalog, including any and all Works by any means, in any manner or media now known or hereafter devised, including all rights to mechanically record the Works.
- k. <u>Representations Complete</u>. None of the representations or warranties made by Seller, nor any statement made in any Exhibit or certificate furnished by Seller pursuant to this Agreement, contains, or will contain at the Closing, any untrue statement of a material fact, or omits or will omit at the Closing to state any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.
- 14. Representations and Warranties of Buyer. Buyer hereby represents, covenants and warrants to Seller as of the Effective Date and as of the Closing, as follows:
- a. <u>Organization</u>, Good Standing and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Buyer has all necessary powers to own its properties and to carry on its business as now owned and operated, and is duly qualified to transact business and is in good standing in all jurisdictions in which the nature of its business or the character or location of its properties make such qualification necessary.
- b. <u>Authority</u>. Buyer is authorized to enter into this Agreement, has all requisite power and authority to enter into this Agreement and the Collateral Agreements and, subject to satisfaction or waiver of any conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and constitutes the valid and binding obligation of Buyer, enforceable against it in accordance with its terms.
- c. <u>No Violation</u>. Neither the execution and delivery of this Agreement, nor the consummation by Buyer of the transactions contemplated by this Agreement and the Collateral Agreements: (i) violate any law, judgment, order, decree, rule or regulation applicable to Buyer, (ii) violate the provisions of Buyer's formation or governance documents, (iii) require any authorization, consent, approval, exemption or other action by any Governmental Entity or other third party, or (iv) violate or conflict with, or constitutes a default under, any contract, commitment, or agreement or restriction of any kind or character to which Buyer is a party or by

which Buyer or any of its assets may be bound which could adversely affect the transactions contemplated by this Agreement and the Collateral Agreements.

15. Covenants of Seller.

- a. <u>No Transfer or Material Adverse Change</u>. Between the Effective Date and the Closing, Seller shall not: (i) assign, sell, license or transfer any Work or other item comprising the Catalog; (ii) fail to notify the Buyer promptly in the event of any material adverse change in the Catalog or of an event which would render untrue or incomplete any of Seller's representations and warranties herein; or (iii) do or agree to do, or fail to do, anything which would cause a material adverse change in the Catalog.
- b. <u>No Negotiations with Others</u>. Between the Effective Date and the Closing, Seller shall not initiate, solicit or participate in any inquiries or making any proposals with respect to, or engaging in negotiations concerning, or providing any confidential information or data to, or having any discussions with any other person or entity relating to, any acquisition or purchase of all or any portion of the Catalog. Upon the Effective Date, Seller will immediately cease, and cause to be terminated, any existing activities, discussions or negotiations with any parties conducted heretofore with respect to any of the foregoing.
- c. Remedies. In the event of any breach by Buyer of this Agreement, Seller will be limited to Seller's remedies at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, licensing, publishing, exploitation or advertising of all or any portion of the Catalog or any materials in connection therewith by Buyer or its assignees or licensees.
- d. <u>Post-Closing</u>. After the Closing, Buyer shall be able to exercise all rights associated with the Catalog pursuant to the terms and conditions of this Agreement in the same manner as Seller did prior to the Closing.
- 16. <u>Conditions to Obligations of Buyer</u>. The obligations of Buyer hereunder to consummate and effect the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions by Seller (all or any of which may be waived in whole or in part by Buyer in its sole and absolute discretion):
- a. <u>Representations and Warranties</u>. Each of the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing.
- b. <u>Performance</u>. Seller shall have performed and complied with, in all material respects, each agreement, covenant and obligation required by this Agreement and the Collateral Agreements to be so performed or complied with by Seller at or before the Closing.
- c. <u>No Material Adverse Change</u>. No material adverse change shall have occurred subsequent to the Effective Date with respect to the Catalog, nor shall any event or circumstance have occurred which would result in a material adverse change to the Catalog.
- d. <u>Orders and Laws</u>. There shall not be in effect on the Closing any order or law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

- e. <u>Actions and Proceedings</u>. There shall be no action or proceeding of any nature pending or threatened against Seller or the Catalog arising out of, or in any way connected with, the transactions contemplated hereby.
- f. <u>Deliveries</u>. Seller shall have duly and validly executed this Agreement and all Collateral Agreements, and delivered the same to Buyer.
- 17. <u>Conditions to Obligations of Seller</u>. The obligations of Seller hereunder to consummate and effect the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Seller's in its absolute discretion):
- a. <u>Representations and Warranties</u>. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the Closing.
- b. <u>Performance</u>, Buyer shall have performed and complied with, in all material respects, each agreement, covenant and obligation required by this Agreement to be so performed or complied with by Buyer at or before the Closing.
- c. <u>Deliveries</u>. Buyer shall have duly and validly executed this Agreement and all Collateral Agreements, and delivered the same to Seller.

18, Indemnification.

- Indemnification by Seller. Seller shall indemnify, defend and hold Buyer and its employees, officers, shareholders, directors, agents, representatives, licensees, assignees and/or affiliates ("Buyer Indemnified Parties") harmless against all claims, losses, liabilities, damages, deficiencies, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses of investigation and defense (hereinafter individually a "Loss" and collectively "Losses"), paid, sustained, incurred or accrued by any Buyer Indemnified Party, or any of them, directly or indirectly, based upon third party claims or actions relating to, or arising out of. (i) any breach or inaccuracy of any representation or warranty of Seller contained in this Agreement, any Collateral Agreement or any document, certificate or instrument delivered in connection herewith or therewith, (ii) the assertion by any third party on or after the Effective Date that it has any interest of Claim in the Catalog (including, but not limited to, any ownership interest or licensing, distribution or publishing rights in the Catalog or any portion thereof), (iii) any failure by Seller to perform or comply with any covenant contained in this Agreement, any Collateral Agreement or any document, certificate or instrument delivered in connection herewith or therewith. (iv) any and all liabilities and obligations of any kind whatsoever, whether accrued, absolute, contingent, liquidated or unliquidated, matured or unmatured, known or unknown, relating to, or arising out of the ownership or use of the Catalog, and (v) any and all liabilities and obligations of any kind whatsoever, whether accrued, absolute, contingent, liquidated or unliquidated, matured or unmatured, known or unknown, relating to, or arising out of any acts or omissions of Seller regarding the Catalog, whether accruing before or after the Closing.
- b. <u>Indemnification by Buyer</u>. Buyer shall indemnify, defend and hold Seller and his successors, heirs and permitted assigns ("Seller's Indemnified Parties") harmless against all Losses paid, sustained, incurred or accrued by any Seller's Indemnified Party, or any of them, directly or indirectly, based upon third party claims or actions relating to or arising out of the following, except to the extent such Losses arise from or are related to the matters set forth in Seller's representations, warranties, covenants and/or agreements made under this

Agreement: (i) any breach or inaccuracy of any representation or warranty of Buyer contained in this Agreement, any Collateral Agreement or any other document, certificate or instrument delivered in connection herewith or therewith; (ii) any failure by Buyer to perform or comply with any covenant contained in this Agreement, any Collateral Agreement or any document, certificate or instrument delivered in connection herewith or therewith; (iii) Buyer's ownership or use of the Catalog following the Closing, and (iv) any and all liabilities and obligations of any kind whatsoever, whether accrued, absolute, contingent, liquidated or unliquidated, matured or unmatured, known or unknown, relating to, or arising out of any acts or omissions of Buyer regarding the Catalog, accruing after the Closing.

19. General.

- a. <u>No Third Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.
- b. Notices. Any notice, demand, request, consent, approval, or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing and served personally or sent by facsimile, by electronic mail, by prepaid first-class mail, provided a return receipt is requested and received, or by overnight delivery courier. Any notice given pursuant to this Section 19.b shall be deemed given when personally delivered, three (3) days after deposit with the United States Postal Service, postage prepaid, return receipt requested, upon confirmation of the successful facsimile or electronic mail transmission thereof (except that if such confirmation indicates the transmission was received after 5:00 p.m., it shall be deemed received the next business day) or when delivery is confirmed according to the overnight delivery courier's tracking system. Any notice, demand, request, consent, approval, or other communication that either Party desires or is required to give to the other Party shall be addressed to the other Party at the address set forth in the signature block below or at such other address as a Party subsequently identifies in writing.
- c. Entire Agreement, Modification and Waiver. This Agreement (including all Exhibits attached to this Agreement, which are incorporated herein by this reference) sets forth the entire agreement of the Parties hereto with respect to the matters contained herein, and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless it is in writing and executed by all of the Parties. No waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless it is in writing and executed by the Party making the waiver.
- d. <u>Expenses.</u> Whether or not the transactions contemplated hereby are consummated, Parties shall pay their own costs and expenses incurred, or to be incurred, in negotiating and preparing this Agreement and in consummating the transactions contemplated hereby.
- e. <u>Governing Law and Venue</u>. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to principles of conflicts of law. The Parties agree that the Stanislaus County Superior Court ("Court") shall be the exclusive venue for any and all lawsuits, proceedings or actions arising out of or relating to this Agreement. The Parties agree to submit themselves to the exclusive jurisdiction of the Court with respect to any lawsuit, proceeding or action.

- Binding Effect and Assignment. All of the terms, provisions and obligations of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Seller hereby consents to Buyer assigning this Agreement and any and all rights thereunder to any party that Buyer determines in Buyer's sole and absolute discretion.
- Relationship. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create any agency, partnership, joint venture or trust.
- Severability. If any provision of the Agreement is held to be invalid or unenforceable at law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the Parties, or, if that cannot be done, that provision will be severed from the Agreement without affecting the validity or enforceability of the remaining provisions.
- Binding Effect and Assignment. All of the terms, provisions and obligations of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Seller hereby consents to Buyer assigning this Agreement and any and all rights thereunder to any party that Buyer determines in Buyer's sole and absolute discretion.
- Attorneys' Fees and Costs. In the event it shall become necessary to consult with an attorney or to commence a suit or arbitration or bring a motion or proceeding. whether judicial or administrative, in connection with the enforcement of any provision of this Agreement, or any right granted herein, the prevailing Party or Parties shall be entitled, in addition to such other relief as may be granted, to recover the actual costs and reasonable attorneys' fees incurred therein from the other Party or Parties.
- k. Extension and Waiver. At any time prior to the Closing, Buyer or Seller may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (iii) waive compliance with any of the agreements or conditions for the benefit thereof contained herein, except that the Closing and any extensions or changes thereto shall be governed by the provisions of Section 5 above. Any agreement on the part of a Party hereto to any such extension or waiver under this Section 17.k shall be valid only if set forth in an instrument in writing signed by all of the Parties hereto.
- Construction. The Parties hereto have each participated in the negotiation and preparation of this Agreement and all Collateral Agreements. Accordingly, each Party hereby waives the protection or benefit of any law, judicial precedent or other legal principle which provides that contractual ambiguities are to be construed against the Party who drafted the provision in question.
- Counterparts and Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Any signed counterpart may be delivered by any Party by facsimile, pdf, electronic mail or any other electronic means, and any such counterpart shall be deemed an original thereof.

(Signatures appear on the next page.)

IN WITNESS WHEREOF, this Agreement was executed by the Parties as of the Effective Date.

BUYER

YELLOWCAKE, INC., a California corporation

By: _

Kevin Berger, President

Address:

701 East Canal Drive

Turlock, CA 95380

Email:

yellowcakecorp@gmail.com

Facsimile: (209) 667-5717

SELLER

Jesus Chavez, Sr., dba

Enoch Records

Address:

5196 E. Drummond Ave

Fresno, CA 93725

Telephone: (559) 720-3291

Exhibit A to
Asset Purchase and Assignment Agreement

Catalog

List of Masters

01,6

Mariachi - Los Originales De San Juan. Zip

Desde la Cantina de Mi Barrio - Los Originales De San Juan. Zip Naci Con Suerte de Rey - Los Originales De San Juan.zip

Nuestra Historia (En Vivo) - Los Originales De San Juan.zip

Corridos de Poca M - Los Originales De San Juan. Zip

Celebrando 39 - Los Originales De San Juan.zip

El Campesino - Los Originales De San Juan.zip

15 Corridos Inmortales - Los Originales De San Juan. Zip 50 Mentadas [Explicit] - Los Originales De San Juan.zip

Amigos Y Contrarios - Los Originales De San Juan.zip

| | Catalog | | Track | | | |
|----------|--------------------|--|--------|---------------------------------|-----------------|----------------------------|
| Label | Number | Album Title | Number | Track Title | ISRC | Display Artist |
| 1C | JC71369 | 15 Corridos Inmortales | 1 | Los Principios | QM-6DC-19-98934 | Los Originales De San Juan |
| JC | JC71369 | 15 Corridos inmortales | 2 | Santos Cantul | QM-6DC-19-98935 | Los Originales De San Juan |
| JĊ | JC71369 | 15 Corridos Inmortales | 3 | El Regio Traficante | QM-6DC-19-98936 | Los Originales De San Juan |
| 1C | JC71369 | 15 Corridos Inmortales | 4 | Se Les Pelol Baltazar | QM-6DC-19-98937 | Los Originales De San Juan |
| JC | JC71369 | 15 Corridos Inmortales | 5 | Juan Martha | QM-6DC-19-98938 | Los Originales De San Juan |
| JC | JC71369 | 15 Corridos Inmortales | 6 | El Rayo de Sinaloa | QM-6DC-19-98939 | Los Originales De San Juan |
| JC | JC71369 | 15 Corridos Inmortales | 7 | El Cabo de Michoacaln | QM-6DC-19-98940 | Los Originales De San Juan |
| JC | JC71369 | 15 Corridos Inmortales | 8 | El Corrido de los Perez | QM-6DC-19-98941 | Los Originales De San Juan |
| JC | JC71369 | 15 Corridos inmortales | 9 | El Malvado | QM-6DC-19-98942 | Los Originales De San Juan |
| JC | JC71369 | 15 Corridos Inmortales | 10 | La Raza Contenta | QM-6DC-19-98943 | Los Originales De San Juan |
| JC. | JC71369 | 15 Corridos Inmortales | 11 | Charlando Con la Muerte | QM-6DC-19-98944 | Los Originales De San Iuan |
| JĊ | JC71369 | 15 Corridos Inmortales | 12 | Gallo de Raza Fina | QM-6DC-19-98945 | Los Originales De San Juan |
| ic | JC71369 | 15 Corridos Inmortales | 1.3 | El Preso de Nuevo Leolo | QM-6DC-19-98946 | Los Originales De San Juan |
| JC | JC71359 | 15 Corridos Inmortales | 14 | Juan Perez | QM-6DC-19-98947 | Los Originales De San Juan |
| JC | JC71369 | 15 Corridos Inmortales | 15 | El Corrido de Joselo | QM-6DC-19-98948 | Los Originales De San Juan |
| JC | JC71376 | 50 Mentadas | 1 | S0 Mentadas | QM-6DC-19-98949 | Los Originales De San Juan |
| JC | JC71376 | SO Mentadas | 2 | El Costal Lleno de Piedras | QM-6DC-19-98950 | Los Originales De San Juan |
| JC | JC71376 | 50 Mentadas | 3 | Ni por Todo el Dinero del Mundo | QM-6DC-19-98951 | Los Originales De San Juan |
| JC | JC71376 | 50 Mentadas | 4 | Volver a Vivir | QM-6DC-19-98952 | Los Originales De San Juan |
| JC | JC71376 | 50 Mentadas | 5 | El Ahijado de la Muerte | QM-6DC-19-98953 | Los Originales De San Juan |
| JC | JC71376 | 50 Mentadas | 6 | El Flerros | QM-6DC-19-98954 | Los Originales De San Juan |
| JC JC | JC71376 | 50 Mentadas | 7 | Don Miguel Maganifa | QM-6DC-19-98955 | Los Originales De San Juan |
| JC. | JC71376 | 50 Mentadas | 8 | Maldito Compadre | QM-6DC-19-98956 | Los Originales De San Juan |
| 1C | JC71376 | 50 Mentadas | 9 | Maldito Vicio | QM-6DC-19-98957 | Los Originales De San Juan |
| JC | JC71376 | 50 Mentadas | 10 | Por Alguien | OM-6DC-19-98958 | Los Originales De San Juan |
| 1C | JC71376 | 50 Mentadas | 11 | El Tartanero | QM-6DC-19-98959 | Los Originales De San Juan |
| JC | JC71376 | 50 Mentadas | 12 | Corre y Olle | QM-6DC-19-98960 | Los Originales De San Juan |
| 1C | JC71376 | 50 Mentadas | 13 | La Muerte de Manuelon | QM-6DC-19-98961 | Los Originales De San Juan |
| JC JC | JC71376 | 50 Mentadas | 14 | Faisa y Mentirosa | QM-6DC-19-98962 | Los Originales De San Juan |
| | JC71376 | 50 Mentadas | 15 | Fiesta en Mi Rancho | QM-6DC-19-98963 | Los Originales De San Juan |
| JC | | 50 Mentadas | 15 | Regalo Equivocado | QM-6DC-19-98964 | Los Originales De San Juan |
| JC | JC71376 | | 1 | Amigos Y Contrarios | QM-6DC-19-98965 | Los Originales De San Juan |
| 1C | JC71383 | Amigos Y Contrarlos | 2 | El Tucan | QM-6DC-19-98966 | Los Originales De San Juan |
| JC | JC71383 | Amigos Y Contrarios | 3 | El Buchon | QM-6DC-19-98967 | Los Originales De San Juan |
| IC. | JC71383 | Amigos Y Contrarios | 4 | El Puma De Tlazazaca | QM-6DC-19-98968 | Los Originales De San Juan |
| 1C | JC71383 | Amigos Y Contrarios Amigos Y Contrarios | . 5 | Custodio Alvarez | QM-6DC-19-98969 | Los Originales De San Juan |
| IC. | JC71383 | • | 6 | Dos Perros Malnacidos | QM-6DC-19-98970 | Los Originales De San Juan |
| JC JC | JC71383 JC71383 | Amigos Y Contrarios Amigos Y Contrarios | 7 | Rolando Junior | QM-6DC-19-98971 | Los Originales De San Juan |
| JC JC | JC71383 | Amigos Y Contrarios | 8 | Javier Guerrero | QM-6DC-19-98972 | Los Originales De San Juan |
| 1C | JC71383 | Amigos Y Contrarios | 9 | Hugo Salazar | QM-6DC-19-98973 | Los Originales De San Juan |
| 1C | JC71383 | | 10 | Hoy Que Mis Hijos Se Fueron | QM-6DC-19-98974 | Los Originales De San Juan |
| JC JC | JC71383 | - | 11 | Jesus Herrera | QM-6DC-19-98975 | Los Originales De San Juan |
| 10 | JC71383 | - | 12 | Corrido Del Mochis | QM-6DC-19-98976 | Los Originales De San Juan |
| JC. | JC71383 | | 13 | Hartate Mugroso | QM-6DC-19-98977 | Los Originales De San Juan |
| 10 | JC71383 | - | 14 | ta Carera | QM-6DC-19-98978 | Los Originales De San Juan |
| JC JC | JC71383 | | 1 | El Dia Que Me Dejaste | QM-6DC-19-98979 | Los Originales De San Juan |
| 1C | JC71390 | | 2 | Tragos Amargos | QM-6DC-19-98980 | Los Originales De San Juan |
| JC | IC71390 | | 3 | Los Consejos | QM-6DC-19-98981 | Los Originales De San Juan |
| 1C | 1C71390 | | 4 | Tomando Ucores | QM-6DC-19-98982 | Los Originales De San Juan |
| 1C | JC71390 | | 5 | Muler Bonita | QM-6DC-19-98983 | Los Originales De San Juan |
| JC | JC71390 | | 6 | Ensenlfame a Olvidar | QM-6DC-19-98984 | Los Originales De San Juan |
| 1C | JC71390 | | 7 | Vaciando Botellas | QM-60C-19-98985 | Los Originales De San Juan |
| 1C | JC71390 | | 8 | La Palomita | QM-6DC-19-98986 | Los Originales De San Juan |
| 1C | JC71390 | | 9 | Te Llevaste | QM-6DC-19-98987 | Los Originales De San Juan |
| 1C | JC71390 | | 10 | Corazones Rotos | QM-6DC-19-98988 | Los Originales De San Juan |
| JC JC | JC71390 | | 11 | El Sinaloense | QM-6DC-19-98989 | Los Originales De San Juan |
| JC JC | JC71390 | | 12 | Celebrando | QM-6DC-19-98990 | Los Originales De San Juan |
| 1C | JC71390 JC71406 | | 1 | El Carlichi | QM-6DC-19-98991 | Los Originales De San Juan |
| 10 | JC71400 | | 2 | Sin Fortuna | QM-6DC-19-98992 | Los Originales De San Juan |
| 1C | JC71406 | | 3 | El Fantasma | QM-6DC-19-98993 | Los Originales De San Juan |
| JC JC | JC71400 | | 4 | Javier Fernandez | QM-6DC-19-98994 | Los Originales De San Juan |
| 1C | IC71406 | | 5 | El Original | QM-6DC-19-98995 | Los Originales De San Juan |
| JC JC | JC71406 | | 6 | Manuel Gonzalez | QM-6DC-19-98996 | Los Originales De San Juan |
| 1.0 | , ,, ,, ,, | | | | | |

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| • | | | | | | |
|----------|--------------------|------------------------------|----------|---|------------------------------------|--|
| ·JC | JC71406 | Corridos de Poca M | 7 | Amanda Varela | QM-6DC-19-98997 | Los Originales De San Juan |
| JC | JC71406 | Corridos de Poca M | 8 | Cuando Se Nace Rico | QM-6DC-19-98998 | Los Originales De San Juan |
| JC | JC71406 | Corridos de Poca M | 9 | MI Viejo | QM-6DC-19-98999 | Los Originales De San Juan |
| JC | JC71406 | Corridos de Poca M | 10 | Tan Solo Penas | QM-6DC-19-99000 | Los Originales De San Juan |
| JC | JC71413 | Desde la Cantina de Mi Ba | 1 | Mi Ultimo Deseo (En Vivo) | QM-6DC-19-99001 | Los Originales De San Juan |
| JC | JC71413 | Desde la Cantina de Mi Ba | 2 | La Peda (En Vivo) | QM-6DC-19-99002 | Los Originales De San Juan |
| 1C | JC71413 | Desde la Cantina de Mi Ba | 3 | Paloma en Su Nido (En Vivo) | QM-6DC-19-99003 | Los Originales De San Juan |
| ìC | JC71413 | Desde la Cantina de Mi Ba | 4 | El Morralito (En Vivo) | QM-6DC-19-99004 | Los Originales De San Juan |
| 1¢ | JC71413 | Desde la Cantina de Mi Ba | 5 | Lineas de a Metro (En Vivo) | QM-6DC-19-99005 | Los Originales De San Juan |
|)C | JC71413 | Desde la Cantina de Mi Ba | 6 | Naci Con Suerte de Rey (En Vivo) | QM-6DC-19-99006 | Los Originales De San Juan |
| 1C | JC71413 | Desde la Cantina de Mi Ba | 7 | El Tequilero (En Vivo) | QM-6DC-19-99007 | Los Originales De San Juan |
| JC | JC71413 | Desde la Cantina de Mi Ba | 8 | El Clavo (En Vivo) | QM-6DC-19-99008 | Los Originales De San Juan |
| JС | JC71413 | Desde la Cantina de Mi Ba | 9 | El Jabali (En VIvo) | QM-6DC-19-99009 | Los Originales De San Juan |
| JC | JC71413 | Desde la Cantina de Mi Ba | 10 | Con una Copa en Mi Mano (En Vivo) | QM-6DC-19-99010 | Los Originales De San Juan |
| 3C | JC71413 | Desde la Cantina de Mi Ba | 11 | La Cantina de Mi Barrio (En Vivo) | QM-6DC-19-99011 | Los Originales De San Juan |
| JC | JC71413 | Desde la Cantina de Mi Ba | 12 | El Carlichi (En Vivo) | QM-6DC-19-99012 | Los Originales De San Juan |
| JC | JC71413 | Desde la Cantina de Mi Ba | 13 | La Vida Prestada (En Vivo) | QM-6DC-19-99013 | Los Originales De San Juan |
| 1C | JC71413 | Desde la Cantina de Mi Ba | 14 | Fuiste Todo para MI (En Vivo) | QM-6DC-19-99014 | Los Originales De San Juan |
| 1C | JC71413 | Desde la Cantina de Mi Ba | 15 | Eliado Mora (En Vivo) | QM-6DC-19-99015 | Los Originales De San Juan |
| JC | JC71420 | El Campesino | 1 | El Campesino | QM-6DC-19-99016 | Los Originales De San Juan |
| ІC | JC71420 | El Campesino | 2 | Solo Dios | QM-6DC-19-99017 | Los Originales De San Juan |
| jĊ | JC71420 | El Campesino | 3 | El Arbel | QM-6DC-19-99018 | Los Originales De San Juan |
| 1C | JC71420 | El Campesino | 4 | El Paniqueado | QM-6DC-19-99019 | Los Originales De San Juan |
| ìC | JC71420 | El Campesino | 5 | Dinero Manchado | QM-6DC-19-99020 | Los Originales De San Juan |
| 1C | JC71420 | El Campesino | 6 | Corrido del Cach | QM-6DC-19-99021 | Los Originales De San Juan |
| 10 | JC71420 | El Campesino | 7 | El Corrido de Camilo | QM-6DC-19-99022 | Los Originales De San Juan |
| JC 10 | JC71420 | El Campesino | 8 | El Martelito | QM-6DC-19-99023 | Los Originales De San Juan |
| IC. | JC71420 | El Campesino | 9 | Chicano Jalicience | QM-6DC-19-99024 | Los Originales De San Juan |
| 1C | JC71420 | El Campesino | 10 11 | Miguel Fuentes | QM-6DC-19-99025 | Los Originales De San Juan Los Originales De San Juan |
| JC JC | JC71420 JC71420 | El Campesino | 12 | En una Cajita de Oro | QM-6DC-19-99026 | Los Originales De San Juan |
| JC JC | JC71420 JC71420 | El Campesino El Campesino | 13 | Mis Hijos Son Mi Tesoro Marii | QM-6DC-19-99027 QM-6DC-19-99028 | Los Originales De San Juan |
| JC JC | JC71420 JC71420 | El Campesino | 14 | Suplica de un Padre | QM-6DC-19-99029 | Los Originales De San Juan |
| JC JC | JC71420 JC71437 | Marlachi | 1 | Me Voy | QM-6DC-19-99030 | Los Originales De San Juan |
| 10 | JC71437 | Mariachi | 2 | Amigo Martin | QM-6DC-19-99031 | Los Originales De San Juan |
| 1C | JC71437 | Mariachi | 3 | Segundo Lugar | QM-6DC-19-99032 | Los Originales De San Juan |
| JÇ | JC71437 | Marlachi | 4 | El Huerfanito | QM-6DC-19-99033 | Los Originales De San Juan |
| JC | JC71437 | Mariachi | 5 | Nube Viajera | QM-6DC-19-99034 | Los Originales De San Juan |
| JC | JC71437 | Marlachi | 6 | No Te Puedes Ir | QM-6DC-19-99035 | Los Originales De San Juan |
| 1C | JC71437 | Marlachl | 7 | Padre | QM-6DC-19-99036 | Los Originales De San Juan |
| JC | JC71437 | Marlachi | 8 | Que Bueno | QM-6DC-19-99037 | Los Originales De San Juan |
| 10 | JC71437 | Mariachi | 9 | Que Te Vaya Bonito | QM-6DC-19-99038 | Los Originales De San Juan |
| JC. | JC71437 | Marlachi | 10 | Tu Camino y El Mio | QM-6DC-19-99039 | Los Originales De San Juan |
| JC | JC71437 | Mariachi | 11 | Ya Es Por Demas | QM-6DC-19-99040 | Los Originales De San Juan |
| JC. | JC71437 | Mariachi | 12 | Cuando Dos Almas | QM-6DC-19-99041 | Los Originales De San Juan |
| JC | JC71437 | Marlachi | 13 | El Fierros | QM-6DC-19-99042 | Los Originales De San Juan |
| JC | JC71437 | Mariachi | 14 | Mi Padre Querido | QM-6DC-19-99043 | Los Originales De San Juan |
| JĊ | JC71444 | Naci Con Suerte de Rey | 1 | Naci Con Suerte de Rey | QM-6DC-19-99044 | Los Originales De San Juan |
| JC | JC71444 | Naci Con Suerte de Rey | 2 | Don Miguel Herrera | QM-6DC-19-99045 | Los Originales De San Juan |
| ЗC | JC71444 | Naci Con Suerte de Rey | 3 | Volver a Vivir | QM-6DC-19-99046 | Los Originales De San Juan |
| 1C | JC71444 | Naci Con Suerte de Rey | 4 | Flesta en Mi Rancho | QM-6DC-19-99047 | Los Originales De San Juan |
| 1C | JC71444 | Nad Con Suerte de Rey | 5 | Que Bonito | QM-6DC-19-99048 | Los Originales De San Juan |
| JC | JC71444 | Naci Con Suerte de Rey | 6 | Que Vuelva Conmigo | QM-6DC-19-99049 | Los Originales De San Juan |
| JC | JC71444 | · · | 7 | Padre | QM-6DC-19-99050 | Los Originales De San Juan |
| 1C | JC71444 | • | 8 | Sin Liorar y Como Amigos | QM-6DC-19-99051 | Los Originales De San Juan |
| 1C | JC71444 | • | 9 | Devuelveme el Corazon | QM-6DC-19-99052 | Los Originales De San Juan |
| ìC | JC71444 | • | 10 | Que de Raro Tiene | QM-6DC-19-99053 | Los Originales De San Juan |
| 10 | JC71444 | • | 11 | Tarde | QM-6DC-19-99054 | Los Originales De San Juan |
| 3C | JC71444 | | 12 | Miraron Liorar a Este Hombre | QM-6DC-19-99055 | Los Originales De San Juan |
| 3C | JC71451 | | 1 | El Rey del Crystal (En Vivo) | QM-6DC-19-99056 | Los Originales De San Juan Los Originales De San Juan |
| JC JC | JC71451 JC71451 | | 2 3 | El Aguacatero (En Vivo) El Patas de Diablo (En Vivo) | QM-60C-19-99057 QM-60C-19-99058 | Los Originales De San Juan |
|)C | JC71451 JC71451 | | 4 | El Cara de Chango (En Vivo) | QM-6DC-19-99059 | Los Originales De San Juan |
| JC JC | JC71451 | | 5 | La Raza de Michoacan (En Vivo) | QM-6DC-19-99060 | Los Originales De San Juan |
| 1C | JC71451 | | 6 | La Caspa del Diablo (En Vivo) | QM-6DC-19-99061 | Los Originales De San Juan |
| 10 | JC71451 | | 7 | La Troca del Mono Negro (En Vivo) | QM-6DC-19-99062 | Los Originales De San Juan |
| | \ | | | -0: - (-:: -11-4 | | - |

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| ЭĽ | JC71451 | Nuestra Historia En Vivo | 8 | Deje de Engordar Maranos (En Vivo) | QM-6DC-19-99063 | Los Originales De San Juan |
|----|---------|--------------------------|----|------------------------------------|-----------------|----------------------------|
| JC | JC71451 | Nuestra Historia En Vivo | 9 | El Jardinero (En Vivo) | QM-6DC-19-99064 | Los Originales De San Juan |
| JC | JC71451 | Nuestra Historia En Vivo | 10 | El Grande de Michoacan (En Vivo) | QM-6DC-19-99065 | Los Originales De San Juan |
| JC | JC71451 | Nuestra Historia En Vivo | 11 | Rey de Reyes (En Vivo) | QM-6DC-19-99066 | Los Originales De San Juan |
| JC | JC71451 | Nuestra Historia En Vivo | 12 | Pacas de a Kilo (En Vivo) | QM-6DC-19-99067 | Los Originales De San Juan |
| JC | JC71451 | Nuestra Historia En Vivo | 13 | La Muerte de Manuelon (En Vivo) | QM-6DC-19-99068 | Los Originales De San Juan |
| JC | JC71451 | Nuestra Historia En Vivo | 14 | El Corrido del Charapo (En Vivo) | QM-6DC-19-99069 | Los Originales De San Juan |
| JC | JC71451 | Nuestra Historia En Vivo | 15 | Los Cuatro Amigos (En Vivo) | QM-6DC-19-99070 | Los Originales De San Juan |
| JC | IC71451 | Nuestra Historia En Vivo | 16 | Fl Numero Graffs (En Vivo) | OM-60C-19-99071 | Los Originales De San Juan |

Exhibit B

to

Asset Purchase and Assignment Agreement

General Assignment and Bill of Sale of Catalog

Jesus Chavez, Sr., dba Enoch Records ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, convey, assign and deliver fully, finally and absolutely, to Yellowcake, Inc., a California corporation ("Buyer"), the entirety of the ownership in the rights, title and interests in, and to, the Catalog defined in Exhibit A to that certain Asset Purchase and Assignment Agreement, effective March 21, 2019 ("Asset Purchase Agreement"), by and between Buyer and Seller. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

This General Assignment and Bill of Sale of Catalog is being delivered in connection with the Asset Purchase Agreement and is subject to, and is entitled to the benefits with respect to, the Asset Purchase Agreement. This General Assignment and Bill of Sale of Catalog shall be binding upon and inure to the benefit of Buyer and its respective successors and assigns.

This Assignment may be executed in one or more counterparts. The signatures hereto may be transmitted by facsimile, pdf, electronic mail or other electronic means, each of which shall be deemed an original of this Assignment, and all of which taken together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, this General Assignment and Bill of Sale of Catalog is effective as of March 21, 2019.

BUYER

SELLER

YELLOWCAKE, INC., a California corporation

Kevin Berger, President

Address: 701 East Canal Drive

Turlock, CA 95380

Email:

yellowcakecorp@gmail.com

Facsimile: (209) 667-5717

Jesus Chavez, Sr., dba

Enoch Records

Address:

5196 E. Drummond Ave

Fresno, CA 93725

Telephone: (559) 720-3291

Exhibit C

to

Asset Purchase and Assignment Agreement

Copyright / Trademark Assignment of Catalog

This Copyright/Trademark Assignment of Catalog ("Assignment") is entered into by and between Jesus Chavez, Sr., dba Enoch Records ("Seller"), and Yellowcake, Inc., a California corporation ("Buyer"), effective March 21, 2019. In consideration of the payments set forth in the Asset Purchase Agreement (defined below), and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Seller's respective successors, licensees and assigns hereby irrevocably sell, assign, transfer, and convey fully, finally and absolutely, to Buyer and its respective successors, licensees and assigns, the entirety of the ownership in the rights, title and interests in the Catalog defined in Exhibit A to the Asset Purchase Agreement.

This Assignment may be filed in the U.S. Copyright Office and/or the U.S. Patent and Trademark Office.

The Parties have entered into that certain Asset Purchase and Assignment Agreement, effective March 21, 2019 ("Asset Purchase Agreement"), by and between Buyer and Seller, relating to the sale, transfer and assignment of the foregoing rights, which are more fully described in the Asset Purchase Agreement, and this Assignment is expressly made subject to all the terms, conditions, and provisions of the Asset Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

This Assignment may be executed in one or more counterparts. The signatures hereto may be transmitted by facsimile, pdf, electronic mail or other electronic means, each of which shall be deemed an original of this Assignment, and all of which taken together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, this Assignment is effective as of March 21, 2019.

BUYER

YELLOWCAKE, INC., a California corporation

Kevin Berger, President

Address: 701 East Canal Drive

Turlock, CA 95380 yellowcakecorp@gmail.com

Email: yellowcakecorp(Facsimile: (209) 667-5717 Jesus Chavez, Sr., dba

Enoch Records

SELLER

Address: 5196 E. Drummond Ave

Fresno, CA 93725

Telephone: (559) 720-3291

Exhibit D to Asset Purchase and Assignment Agreement

General Assignment and Bill of Sale of Catalog Revenue

Jesus Chavez, Sr., dba Enoch Records ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, convey, assign and deliver fully, finally and absolutely, to Yellowcake, Inc., a California corporation ("Buyer"), the entirety of the ownership in the rights, title and interests in and to all of the revenue generated by the Catalog defined in Exhibit A to the Asset Purchase Agreement (defined below).

The Parties have entered into that certain Asset Purchase and Assignment Agreement, effective March 21, 2019 ("Asset Purchase Agreement"), by and between Buyer and Seller, relating to the sale, transfer and assignment of the foregoing rights, which are more fully described in the Asset Purchase Agreement, and this Assignment is expressly made subject to all the terms, conditions, and provisions of the Asset Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

This Assignment may be executed in one or more counterparts. The signatures hereto may be transmitted by facsimile, pdf, electronic mail or other electronic means, each of which shall be deemed an original of this Assignment, and all of which taken together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, this General Assignment and Bill of Sale is effective as of March 21, 2019.

BUYER

YELLOWCAKE, INC., a California corporation

Kevin Berger, President

Address: 701 East Canal Drive

Turlock, CA 95380

Email: yellowcakecorp@gmail.com

Facsimile: (209) 667-5717

SELLER

Address:

Enoch Records

5196 E. Drummond Ave

Fresno, CA 93725

Telephone: (559) 720-3291

Jesus Chavez, Sr., dba

Exhibit E to Asset Purchase and Assignment Agreement

Letter of Direction

March 21, 2019

To Whom It May Concern:

Pursuant to that certain written Asset Purchase and Assignment Agreement ("Agreement"), effective March 21, 2019, ("Effective Date") between Jesus Chavez, Sr., dba Enoch Records ("Seller"), and Yellowcake, Inc., a California corporation ("Yellowcake"), Buyer is solely entitled to collect and receive any and all royalties and all other sources of revenue from any party or source, generated by, or derived from, the Catalog (as defined in the Agreement), whether uncollected prior to the Effective Date or accruing on or after the Effective Date ("Catalog Revenue"), and Seller hereby disclaims any and all interests in all such Catalog Revenue.

Pursuant to this letter of direction ("LOD"), all Catalog Revenue shall be delivered to Yellowcake at the following address:

Yellowcake, Inc. Attn: Kevin Berger, President 701 East Canal Drive Turlock, CA 95380

Additionally, Seller hereby requests that any and all claims asserted by any distributor and/or any party other than Yellowcake, in the Catalog shall be stricken and released, effective March 21, 2019.

Also, as the owner of the Catalog, effective March 21, 2019, Yellowcake is entitled to any and all information, data and records relating to the publication, distribution, license, broadcast or any other use or exploitation of the Catalog or any portion thereof by any means or method and in any format whatsoever, whether any such use occurred before or after the Effective Date. Without limiting the foregoing, effective March 21, 2019, Yellowcake is additionally entitled to any and all information, data and records relating to the royalties and all other sources of income generated by, or derived from, the Catalog or any portion thereof, from any source and in any form whatsoever, whether such information, data or records were generated before or after the Effective Date.

Very truly yours,

Jesus Chavez, Sr., dba

Enoch Records

Address:

5196 E. Drummond Ave

Fresno, CA 93725

Telephone: (559) 720-3291



Form DCS (Document Cover Sheet) For Recordation of Documents under 17 U.S.C. §205 UNITED STATES COPYRIGHT OFFICE

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| | | Change of Name (e.g., via merger agreem | nent, amendment to a | rticles of incorporation) |
| | | Other | | |
| 10 | Document's Date of Execution | March 21, 2019 | | |
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| | | Jesus Chavez, Sr. | | |
| | voluntarily provided for all other documents. If more space is needed, | Assignor Relationship | | |
| | attach an additional sheet.) | 5196 E. Drummond Ave Number/Street Fresno | GA | Apt/Suite 93725 |
| | | City | State | Zip |
| 12 | Remitter Information and Certifications (You, the individual actually | List continued on an attached addition I certify under penalty of perjury under the law given appropriate authority to submit this cow enclosed materials to the U.S. Copyright Office j true, accurate, and complete to the best of my | vs of the United States er sheet, accompanyir for recordation, and a | g document, and any other |
| | submitting this form and the attached document to the Copyright Office, provide your contact information and make the | I understand that any falsification or misrepres By signing my name below, I acknowledge that | | |
| | required remitter certifications by signing your name. The Office may use this information to contact | Signature // Company of the Company | | 02-20-2020 Date |
| | you about the submission and will send the certificate of recordation to the provided address if the | Kevin Berger Name | | |
| | document is successfully recorded.) | YELLOWCAKE, INC. Title/Organization | | |
| | | 701 E Canal Drive Number/Street Turlock | CA | Apt/Suite 95380 |
| | | City | State | |
| | | 209-667-5717 | | |
| | | | Fax number | |
| | | Phone number yellowcakecorp@gmail.com | Fax number escribe your relation, duly authorized a | nship to the document or gent of a party, successor-in- |
| | | Phone number | Fax number escribe your relation, duly authorized a | nship to the document or gent of a party, successor-in- |

Case 1:20-cv-00988-JLT-BAM Document 78-8 Filed 05/19/23 Page 50 of 67

| 13 | Document Certifications | Original document enclosed Official certification enclosed | | | |
|----|--|--|--|--|--|
| | (These certifications can be made either by the remitter identified on the previous page or another individual.) | I certify under penalty of perjury under the laws of the United States of America that the following is true and correct: (Check the box next to each certification being made. The first is always required. The second is required if an original document or official certification is not enclosed. If a different individual is making each one, complete and attach an additional copy of this page.) | | | |
| | | The accompanying document being submitted to the U.S. Copyright Office for recordation satisfies, to the best of my knowledge, the signature, completeness, legibility, and, if redacted, redaction requirements for recordation as specified in 37 C.F.R. § 201.4. The accompanying document being submitted to the U.S. Copyright Office for recordation is, to the best of my knowledge, a true and correct copy of the original, signed document. | | | |
| | | | | | |
| | | I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions. | | | |
| | | Signature Date 02-20-2020 | | | |
| | Certifier Information | Name | | | |
| | (This information is only required if an individual other than | Title/Organization | | | |
| | the remitter identified on the previous page is making the above certifications.) | If the certifier is not a party to the document, describe the certifier's relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party) | | | |
| | | | | | |
| | | | | | |

Case 1:20-cv-00988-JLT-BAM Document 78-8 Filed 05/19/23 Page 51 of 67

| Artist | Album | Tracks | SR NUMBER | INFRINGING UPC |
|----------------------------|---|--------|--------------|----------------|
| Los Originales de San Juan | Amigos y Contrarios | 14 | SR0000863320 | 8.88003E+11 |
| Los Originales de San Juan | Corridos de Poca M | 10 | SR0000863319 | 8.89177E+11 |
| Los Originales de San Juan | Desde La Cantina de Mi Barrio (En Vivo) | 15 | SR0000866471 | 1.91019E+11 |
| Los Originales de San Juan | El Campesino (Album) | 14 | SR0000863321 | 1.90375E+11 |
| Los Originales de San Juan | El Campesino (Single) | 1 | SR0000863321 | 1.90375E+11 |
| Los Originales de San Juan | Chuy Chavez y Sus Amigos | 14 | SR0000864338 | 89269600237 |
| Los Originales de San Juan | Naci Con Suerte de Rey (Mariachi) | 12 | SR0000864340 | 7.58381E+11 |
| Los Originales de San Juan | Nuestra Historia (En Vivo) | 16 | SR0000864336 | 7.58381E+11 |



Amigos:29-Contrarios Document 78-8 Filed 05/19/23 Page 52 of 67

Los Originales de San Juan

MÚSICA MEXICANA - 2013

| | ▶ Play | ••• |
|----|---|------|
| 1 | Amigos y Contrarios Los Originales de San Juan & Los Inquietos del Norte | 3:02 |
| 2 | El Tucan Los Originales de San Juan | 2:54 |
| 3 | El Buchon Los Originales de San Juan | 2:54 |
| 4 | El Puma de Tlazazaca Los Originales de San Juan | 3:01 |
| 5 | Custodio Alvarez Los Originales de San Juan | 3:23 |
| 6 | Dos Perros Malnacidos Los Originales de San Juan | 2:20 |
| 7 | Rolando Junior Los Originales de San Juan | 3:16 |
| 8 | Javier Guerrero Los Originales de San Juan | 2:53 |
| 9 | Hugo Salazar Los Originales de San Juan | 3:55 |
| 10 | Hoy Que Mis Hijos Se Fueron Los Originales de San Juan | 4:51 |
| 11 | Jesús Herrera Los Originales de San Juan | 2:45 |
| 12 | Corrido del Mochis Los Originales de San Juan | 3:49 |
| 13 | Hartate Mugroso Los Originales de San Juan | 2:43 |
| 14 | La Carera Los Originales de San Juan | 3:26 |



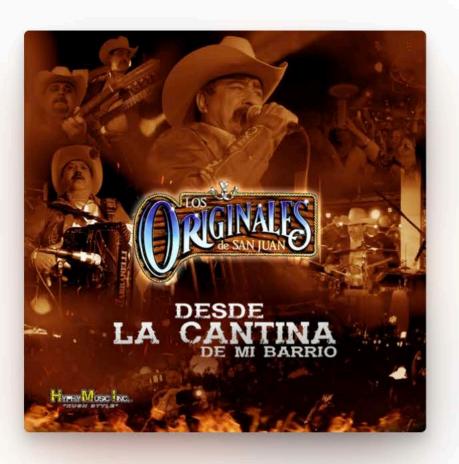
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Los Originales de San Juan

LATINO · 2015

| | ▶ Play | /••• |
|----|---|------|
| 1 | El Carlichi Los Originales de San Juan | 2:49 |
| 2 | Sin Fortuna Los Originales de San Juan | 3:40 |
| 3 | El Fantasma Los Originales de San Juan | 2:14 |
| 4 | Javier Fernandez Los Originales de San Juan | 2:59 |
| 5 | El Original Los Originales de San Juan | 2:37 |
| 6 | Manuel Gonzalez Los Originales de San Juan | 3:22 |
| 7 | Amanda Varela Los Originales de San Juan | 5:06 |
| 8 | Cuando Se Nace Rico Los Originales de San Juan | 3:44 |
| 9 | Mi Viejo Los Originales de San Juan | 4:58 |
| 10 | Tan Solo Penas Los Originales de San Juan | 2:36 |

10 SONGS, 34 MINUTES
RELEASED FEBRUARY 24, 2015
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Desde la Cantina de Mi Barrio Filed 05/19/23 Page 54 of 67

Los Originales de San Juan

LATINO · 2017

| LAI | ▶ Play Shuffle | ••• |
|-----|---|------|
| 1 | Mi Último Deseo (En Vivo) Los Originales de San Juan | 3:19 |
| 2 | La Peda (En Vivo) Los Originales de San Juan | 2:23 |
| 3 | Paloma en Su Nido (En Vivo) Los Originales de San Juan | 2:55 |
| 4 | El Morralito (En Vivo) Los Originales de San Juan | 2:55 |
| 5 | Lineas de a Metro (En Vivo) Los Originales de San Juan | 4:03 |
| 6 | Naci Con Suerte de Rey (En Vivo) Los Originales de San Juan | 3:00 |
| 7 | El Tequilero (En Vivo) Los Originales de San Juan | 3:05 |
| 8 | El Clavo (En Vivo) Los Originales de San Juan | 3:49 |
| 9 | El Jabali (En Vivo) Los Originales de San Juan | 3:16 |
| 10 | Con una Copa en Mi Mano (En Vivo) Los Originales de San Juan | 2:56 |
| 11 | La Cantina de Mi Barrio (En Vivo) Los Originales de San Juan | 3:17 |
| 12 | El Carlichi (En Vivo) Los Originales de San Juan | 3:08 |
| 13 | La Vida Prestada (En Vivo) Los Originales de San Juan | 3:23 |
| 14 | Fuiste Todo para Mi (En Vivo) Los Originales de San Juan | 3:30 |
| 15 | Eliado Mora (En Vivo) Los Originales de San Juan | 4:15 |

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Music > Latino > Los Originales de San Juan



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El Campesino

Los Originales de San Juan >

Songs

Ratings and Reviews

Related

| A | NAME | ARTIST | TIME | POPULARITY | PRICE |
|----------|----------------|---------|------|------------|----------|
| 1. | El Campesino | Los Ori | 3:47 | | \$0.99 \ |
| 2. | Solo Dios | Los Ori | 4:07 | | \$0.99 \ |
| 3. | El Árbol | Los Ori | 3:09 | | \$0.99 \ |
| 4. | El Paniqueado | Los Ori | 2:41 | | \$0.99 ~ |
| 5. | Dinero Manch | Los Ori | 3:54 | | \$0.99 \ |
| 6. | Corrido del C | Los Ori | 2:38 | | \$0.99 \ |
| 7. | El Corrido de | Los Ori | 2:43 | | \$0.99 \ |
| 8. | El Martelito | Los Ori | 3:12 | | \$0.99 ~ |
| 9. | Chicano Jalici | Los Ori | 3:05 | | \$0.99 \ |
| 10. | Miguel Fuentes | Los Ori | 3:21 | | \$0.99 ~ |
| 11. | En una Cajita | Los Ori | 3:25 | | \$0.99 \ |
| 12. | Mis Hijos Son | Los Ori | 3:35 | | \$0.99 ~ |
| 13. | Marili | Los Ori | 3:35 | | \$0.99 \ |
| 14. | Suplica de un | Los Ori | 2:42 | | \$0.99 ~ |
| | | | | | |

▶ Preview All

TOTAL: 14 ITEMS

PLF000047

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Case 1:20-cv-00988-JLT-BAM Document 78-8

Music > Latino > Los Originales de San Juan



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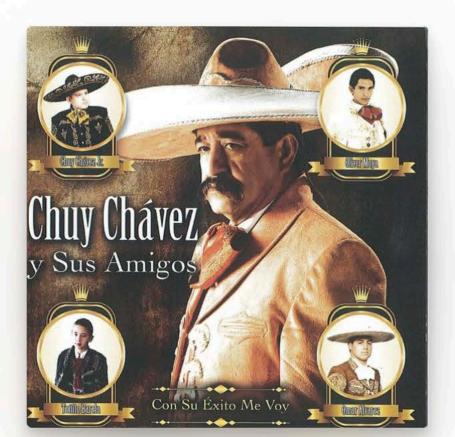
Released Feb 2, 2016 [®] 2016 Hyphy Music Inc

El Campesino - Single

Los Originales de San Juan >

Ratings and Reviews Related Songs POPULARITY NAME ARTIST TIME PRICE El Campesino Los Ori... 3:16 \$0.99

TOTAL: 1 ITEM



Los Originales de San Juan

| | ▶ Play | ••• |
|----|---|------|
| 1 | Me Voy Los Originales de San Juan | 2:09 |
| 2 | Amigo Martin Los Originales de San Juan | 2:34 |
| 3 | Segundo Lugar Los Originales de San Juan | 2:39 |
| 4 | El Huerfanito Los Originales de San Juan & Tonito Barela | 2:54 |
| 5 | Nube Viajera Los Originales de San Juan | 3:47 |
| 6 | No Te Puedes Ir Oliver Moya | 3:32 |
| 7 | Padre Los Originales de San Juan | 2:47 |
| 8 | Que Bueno Los Originales de San Juan | 3:03 |
| 9 | Que Te Vaya Bonito Los Originales de San Juan | 2:34 |
| 10 | Tu Camino y El Mio Los Originales de San Juan | 2:49 |
| 11 | Ya Es Por Demas Los Originales de San Juan | 2:46 |
| 12 | Cuando Dos Almas Chuy Chavez Jr. | 3:04 |
| 13 | El Fierros Los Originales de San Juan | 3:34 |
| 14 | Mi Padre Querido Omar Alvarez | 3:31 |



Nacio Superster de Reyment 78-8 Filed 05/19/23 Page 58 of 67

Los Originales de San Juan

LATINO - 1999

| | ▶ Play | ••• |
|----|--|------|
| 1 | Naci Con Suerte de Rey Los Originales de San Juan | 2:28 |
| 2 | Don Miguel Herrera Los Originales de San Juan | 5:05 |
| 3 | Volver a Vivir Los Originales de San Juan | 2:52 |
| 4 | Fiesta en Mi Rancho Los Originales de San Juan | 2:21 |
| 5 | Que Bonito Los Originales de San Juan | 3:14 |
| 6 | Que Vuelva Conmigo Los Originales de San Juan | 2:44 |
| 7 | Padre Los Originales de San Juan | 3:14 |
| 8 | Sin Llorar y Como Amigos Los Originales de San Juan | 3:19 |
| 9 | Devuélveme el Corazón Los Originales de San Juan | 3:13 |
| 10 | Que de Raro Tiene Los Originales de San Juan | 3:19 |
| 11 | Tarde Los Originales de San Juan | 3:20 |
| 12 | Miraron Llorar a Este Hombre Los Originales de San Juan | 3:07 |

Page 59 of 67 START YOUR TRIAL

Music > Latino > Los Originales de San Juan



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Nuestra Historia (En Vivo)

Los Originales de San Juan >

Songs Ratings and Reviews Related

| A | NAME | ARTIST | TIME | POPULARITY | PRICE |
|----------|----------------|---------|------|------------|----------|
| 1. | El Rey del Cry | Los Ori | 2:46 | | \$0.99 \ |
| 2. | El Aguacatero | Los Ori | 3:27 | | \$0.99 \ |
| 3. | El Patas de Di | Los Ori | 3:15 | | \$0.99 \ |
| 4. | El Cara de Ch | Los Ori | 3:32 | | \$0.99 \ |
| 5. | La Raza de Mi | Los Ori | 2:38 | | \$0.99 \ |
| 6. | La Caspa del | Los Ori | 2:48 | | \$0.99 \ |
| 7. | La Troca del | Los Ori | 3:12 | | \$0.99 \ |
| 8. | Deje de Engor | Los Ori | 3:39 | | \$0.99 \ |
| 9. | El Jardinero (| Los Ori | 3:25 | | \$0.99 \ |
| 10. | El Grande de | Los Ori | 4:06 | | \$0.99 \ |
| 11. | Rey de Reyes | Los Ori | 2:40 | | \$0.99 🗸 |
| 12. | Pacas de a Kil | Los Ori | 3:23 | | \$0.99 \ |
| 13. | La Muerte de | Los Ori | 6:05 | | \$0.99 🗸 |
| 14. | El Corrido del | Los Ori | 3:01 | | \$0.99 🗸 |
| 15. | Los Cuatro A | Los Ori | 2:38 | | \$0.99 🗸 |
| 16. | El Numero Gr | Los Ori | 3:30 | DI FO | \$0.99 \ |
| | | | | PLFU | 00051 |

Preview All

TOTAL: 16 ITEMS

Case 1:20-cv-00988-JLT-BAM Document 78-8 Filed 05/19/23 Page 60 of 67

From: <u>David Hernandez</u>
To: <u>Seth L. Berman</u>

Subject: Fwd: Yellowcake, Inc, / Los Originales de San Juan / Hyphy and Morena Music, et al

Date: Wednesday, July 15, 2020 3:35:29 PM

Attachments: The Orchard - Los Originales de San Juan - Sheet1.pdf

Los Originales de San Juan - The Orchard.docx

Forwarded Conversation

Subject: Yellowcake, Inc, / Los Originales de San Juan / Hyphy and Morena Music, et al

From: **Kevin** < <u>kevin@bergerco.com</u> > Date: Mon, Jun 29, 2020 at 1:49 PM

To: <u>bwexler@theorchard.com</u> < <u>bwexler@theorchard.com</u> > Cc: David Hernandez < <u>davidh@colonizemedia.com</u> >

Good afternoon Ben,

Long time no talk to. I own the attached assets, and of course, Hyphy is infringing upon them. It appears that others have joined the infringement party as well. Still amused by Mr. Martinez's last minute disavowance of our Mar International, Inc. settlement agreement he signed earlier in the year. His time is coming, should be fun. Anyway, please see the attached copyright information with the SR registration and UPC numbers. Please take down the assets from YouTube and any and all other platforms Immediately. Thank you very much for your prompt attention to this matter.

Sincerely,

Kevin Berger

YELLOWCAKE, INC.

From: Ben Wexler < bwexler@theorchard.com >

Date: Mon, Jun 29, 2020 at 2:09 PM To: Kevin kevin@bergerco.com>

Cc: David Hernandez < <u>davidh@colonizemedia.com</u>>, Claims Admin < <u>claimsadmin@theorchard.com</u>>, conflicts < <u>conflicts@theorchard.com</u>>

Hi Kevin:

Hope you are well.

I need a word doc of the attachment so I can search in our system for the status of these products. Also, send me the list of YT conflicts relating to the content in the attachment.

Best, Ben

_ --

Benjamin Wexler • Head Of Claims Administration, Legal bwexler@theorchard.com • office 212.300.2861 • fax 1.866.625.7384



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From: **David Hernandez** < <u>davidh@colonizemedia.com</u>>

Date: Mon, Jun 29, 2020 at 2:12 PM To: Kevin kevin@bergerco.com

Here is the word Doc

--

David Hernandez | CEO | COLONIZE MEDIA, INC | 415-735-8236 | DavidH@ColonizeMedia.com

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David Hernandez | CEO | COLONIZE MEDIA, INC | 415-735-8236 | DavidH@ColonizeMedia.com

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| Los Originales de San Juan | Celebrando 39 | Los Play Music | SR0000863476 | 821691353127 |
|-------------------------------|----------------------------------|-------------------|--------------|--------------|
| Los Originales de San Juan | 50 Mentadas | Los Play Music | SR0000863553 | 821691350324 |
| Los Originales de San Juan | 50 Mentadas | Recop Music | SR0000863553 | 821691922620 |
| Los Originales de San Juan | El Campesino | Hyphy Music | SR0000863321 | 190374798310 |
| Los Originales de San Juan | Corridos De Poca M | Hyphy Music | SR0000863319 | 190374772488 |
| Los Originales de San Juan | Corridos De Poca M | Hyphy Music | SR0000863319 | 889176663055 |
| Los Originales de San Juan | Amigos y Contrarios | Hyphy Music | SR0000863320 | 18736107528 |
| Los Originales de San Juan | 15 Corridos Inmortales | Los Play Music | SR0000864335 | 821691351628 |
| Los Originales de San Juan | Naci Con Suerte De Rey | Hyphy Music | SR0000864340 | 888003162808 |
| Los Originales de San Juan | Nuestra Historia En Vivo | Hyphy Music | SR0000864336 | 191018998745 |
| Los Originales de San Juan | Mariachi | JC RECORDS | SR0000864338 | 89269600237 |
| Los Originales de San Juan | Desde la Cantina de Mi Barrio | Hyphy Music | SR0000866471 | 191018998417 |
| | | | | |

Case 1:20-cv-00988-JLT-BAM Document 78-8 Filed 05/19/23 Page 64 of 67

| Artist | Album | Imprint | SR Registration | UPC |
|----------------------------|-------------------------------|----------------|-----------------|--------------|
| Los Originales de San Juan | Celebrando 39 | Los Play Music | SR0000863476 | 821691353127 |
| Los Originales de San Juan | 50 Mentadas | Los Play Music | SR0000863553 | 821691350324 |
| Los Originales de San Juan | 50 Mentadas | Recop Music | SR0000863553 | 821691922620 |
| Los Originales de San Juan | El Campesino | Hyphy Music | SR0000863321 | 190374798310 |
| Los Originales de San Juan | Corridos De Poca M | Hyphy Music | SR0000863319 | 190374772488 |
| Los Originales de San Juan | Corridos De Poca M | Hyphy Music | SR0000863319 | 889176663055 |
| Los Originales de San Juan | Amigos y Contrarios | Hyphy Music | SR0000863320 | 18736107528 |
| Los Originales de San Juan | 15 Corridos Inmortales | Los Play Music | SR0000864335 | 821691351628 |
| Los Originales de San Juan | Naci Con Suerte De Rey | Hyphy Music | SR0000864340 | 888003162808 |
| Los Originales de San Juan | Nuestra Historia En Vivo | Hyphy Music | SR0000864336 | 191018998745 |
| Los Originales de San Juan | Mariachi | JC RECORDS | SR0000864338 | 89269600237 |
| Los Originales de San Juan | Desde la Cantina de Mi Barrio | Hyphy Music | SR0000866471 | 191018998417 |

Los Originales de San Music Cover Art



Desde la Cantina de Mi Barrio (En Vivo)

Los Originales de San Juan

YELLOWCAKE, INC.



Desde la Cantina de Mi Barrio Los Originales de San Juan

HYPHY MUSIC, INC.

2. El Campesino



El Campesino Los Originales de San Juan

HYPHY MUSIC, INC.



El Campesino Los Originales de San Juan

YELLOWCAKE, INC.



Corridos de Poca M Los Originales de San Juan HYPHY MUSIC, INC.



Corridos de Poca M Los Originales de San Juan YELLOWCAKE, INC.



Amigos y Contrarios Los Originales de San Juan



Amigos Y Contrarios Los Originales de San Juan



Naci Con Suerte de Rey Los Originales de San Juan



Naci Con Suerte de Rey Los Originales de San Juan

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